

# **Expression of Interest (EOI) Document**

## **Expression of Interest (EOI) for Empanelment of Retainer Consultant for consultancy assistance in the Regulatory and other related matters to Electric Supply Branch of BEST Undertaking for the period of FY 2026-27 to FY 2030-31**

### **1.0 Introduction**

- 1.1 Brihanmumbai Electric Supply & Transport Undertaking (BEST Undertaking) is engaged in providing two public services viz. Electricity distribution in the Mumbai City area and Public Transport in the City & Suburban area of Mumbai Metropolis. With the advent of Electricity Act 2003, the Regulatory regime has been established in Maharashtra state and the BEST Undertaking, being Distribution Licensee, is required to operate under this Regulatory regime regulated by CEA, CERC, BEE, MERC and other Regulatory bodies.
- 1.2 BEST Undertaking intends to empanel technically qualified and professionally managed Consultancy firms for consultancy assistance to Electric Supply Branch of the Undertaking in respect of any or all of the Regulatory and other related tasks listed under para 2 of this document for a period of 5 years. As such, it is proposed to have a Panel of Consultants on Retainership basis without any Retainership fees for the period from FY 2026-27 to FY 2030-31.
- 1.3 As and when the need arises, the financial bids would be invited for carrying out any assignment involving Regulatory and other related task from the panel of consultants to be formed through this EoI process. After scrutiny of financial bids received as response from empanelled consultants, BEST Undertaking will award the contract / assignment for consultancy for that particular task.

### **2.0 List of the tasks proposed to be assigned to the Empanelled consultancy firm:**

BEST Undertaking intends to empanel technically qualified and professionally managed Consultancy Firms to assist BEST Undertaking in the following Regulatory and other related Matters:

- Multi Year Tariff Petition.
- Mid-term Review Petition.
- Petition/Appeal for Review of the MERC Orders.
- Load Research / Survey.
- Load / Demand Forecasting.
- Petition for approval of Power Procurement Plans with Resource Adequacy Plan and Annual Rolling Plan.
- Competitive Bidding Documents for Procurement of Conventional / Renewable Power on long / Medium / Short term basis.

- Evaluations & finalizing of bids received through Competitive bidding Process.
- Power Purchase Agreement and its approval.
- Plan for Demand Side Management & demand Flexibility.
- Preparation of Detailed Project Report (DPR) for executing various schemes / projects.
- Evaluation & Monitoring Projects.
- Matters related to Renewable Purchase Obligation (RPO), Deviation Settlement Mechanism (DSM), Schedule of Charges, Time of Day Tariff, Cross Subsidy, Open Access, Wheeling, Parallel Licensee, etc.
- IPDS / RDSS.
- Open Access
- Renewal procedure for Distribution License & its approval from MERC.
- Any other task / Assignment i.e. DF/DSM, IVA Certification Work, Open Access etc.

### **3.0 Eligibility & Qualification requirement:**

The Consultancy firms intending to submit offer to such empanelment shall fulfil the following eligibility conditions and shall submit the documentary evidence for the same:

- a) The Consultancy Firms shall be well acquainted with the Regulatory environment in the power sector and functioning of licensees/Central or State Regulatory Commission or other Central/State or other Regulatory Authorities and possess minimum experience of Five years in dealing with such similar matters.
- b) Consultancy Firms shall have key personnel on its pay roll, having proven records of accomplishment in minimum 5 assignments in respect of Regulatory / Power Sector Reforms issues and MYT/MTR/Tariff Petitions for Distribution Licensees.
- c) The consultants proposed for appointment by the Consultancy Firm should be Graduate/Postgraduate in the relevant disciplines and additionally each such consultant must possess expertise in any particular field viz: Electricity Regulations, Power systems, Finance, Economics, Law, etc, commensurate with the nature of task to be handled in the Undertaking.
- d) The Consultancy Firm should have adequate technical, financial and legal capability to undertake such tasks as per terms of reference (ToR) provided to them considering various steps to be performed from the inception to the completion within the time frame prescribed by the Undertaking.
- e) The Consultancy firms shall have a Turnover of minimum Five Crores per annum for past three years & shall submit the financial credentials of the firm for assessing financial capability.
- f) The Consultancy Firm shall furnish copies of completion certificate for the similar

assignments from the Organizations, Certificate of registration/ agreement/articles of association, as the case may be, as service firm and GST, PAN, and Goods & Service Tax registration.

g) No consortium or Joint Venture of the firms will be allowed.

#### **4.0 Submission of EoI Offer, Opening and Evaluation Procedure: -**

4.1 The offer shall comprise of the following formats:

- Offer letter as per Annexure I
- Relevant Experience & Track Record of the Consultancy Firm as per Annexure I-A
- List of the Consultants including the team of a Consultancy Firm as per Annexure I-B
- Qualifications, Experience and Competence of the Consultants for the Assignment (separate sheet for each Consultant) as per Annexure I-C.
- Draft Agreement along with the Terms of Reference as per Annexure II.

4.2 The duly completed offer (one original plus one duplicate) as described above, in a sealed envelope, super-scribed “Empanelment of Retainer Consultants” should be submitted and also emailed in soft form to [dcemerc@bestundertaking.com](mailto:dcemerc@bestundertaking.com) on or before **15.00 Hrs on 23.12.2025** at Regulatory Dept., Ground Floor, Multi-storeyed Annex Building, Electric House, BEST Marg, Colaba, Mumbai, 400 001. In the event of the specified date for the submission of the offers being declared a holiday, the offers will be received up-to the appointed time on the next working day of Undertaking’s office. Any offer received after the above-mentioned deadline will be rejected and may be returned un-opened.

4.3 The offers received will be opened at 15.30 Hrs. of same day.

#### **4.4 Basis for Evaluation of Offer:**

4.4.1 The Undertaking shall evaluate the offers on the basis of eligibility and qualification requirement as provided in Para3 of this document.

4.4.2 Identify suitable Consultancy firms based on evaluation of the offers and accordingly short list the suitable firms and intimate after taking Management approval.

4.4.3 The validity of the Empanelment of Consultancy firms shall be for a period of Five years.

4.4.4 Any revision/correction in the ToR or clauses of agreement will not be allowed. Any such revision will render the Offer as non-responsive.

4.4.5 The Consultancy Firm shall make in his offers such disclosures as may be required to ascertain that the firm has no conflicting interest in undertaking the proposed assignment.

4.4.6 The Undertaking reserves the right to reject any offer, based on any deviation taken by the Consultancy firm, or otherwise, without assigning any reason.

4.4.7 The Undertaking reserves the right to select / reject any / all the offers in part / or in full without assigning any reasons.

## **5.0 General Conditions & Awarding appointment on Contract for Empanelment:**

**5.1 Contract Security Deposit:** The successful Consultancy firm shall furnish a RTGS/NEFT/Demand Draft / Bank Guarantee (as per the Format attached as **Annexure III**) from a Nationalised Bank / Scheduled Bank, on a Stamp Paper of Rs. 500/- as Contract Security Deposit (Refundable), for a value equal to Rs. 25,000/- (Rupees Twenty-Five Thousand only), valid for the entire period of the contract to enable lodging of any claims, arising due to failure on Consultant's part. As an alternative, the Consultant may furnish a Demand Draft drawn in favour of "BEST Undertaking" payable at Mumbai, money of which will be refunded by the Undertaking after satisfactory completion of work / period.

**5.2 Terms of Payment:** Payment for the consultants would be made as per the milestones decided at the time of financial bidding which will be subject to submission of bills along with works sheet of work carried out by the consultants during the concerned milestone.

**5.3 Tax deduction at Source:** The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the Undertaking will issue TDS Certificates. Service Tax, GST, as applicable shall be payable extra, at the prevalent rates.

**5.3.1 Goods & Service Tax:** if any, payable by the Consultancy Firm for advisory services rendered to BEST would be reimbursed by BEST.

**5.4 No extra charge:** The charges quoted by the Consultancy firm at the time of financial bidding will be inclusive of the costs of consultants Teams travel, lodging and boarding, and also all incidental expenses, professional fees, etc. incurred by the team, in connection with the assignment. No separate charges will be payable by the Undertaking on any such account. The consultant shall keep the Undertaking and all concerned utilities to be visited, indemnified from any damages, on any account.

**5.5 Confidentiality of data and documents:** The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Undertaking shall remain with the Undertaking. No one shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Undertaking, without the express written consent of Undertaking. The Consultant shall be bound to hand-over the entire set of records of assignment to the Undertaking before the expiry of the contract, and before the final payment is released by the Undertaking.

**5.6 Conflict of interest:** The consultant appointed by the Undertaking, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the Undertaking.

**5.7 Empanelment Finalization:** On completion of the evaluation of the offers received, and finalization of the Suitable Consultancy Firms, the Undertaking will issue ‘Letters of Intent’ (LOIs) along with a format of the Contract to be signed. The firms shall clearly mention the name, designation and contact details of the person to be informed in their organization regarding such intimation & regarding queries/clarifications, if any.

5.7.1 Within 15 days of receipt of the LOI, the successful Consultancy Firms will have to enter into a contract with the Undertaking in the prescribed format as per Annexure II and by submitting the Contract Security Deposit (in form of Bank Guarantee) as per Annexure III.

5.7.2 If the selected Consultancy Firms, fails to enter into the said Contract, within 15 days of issue of LoI, the undertaking may exercise its right to exclude the Consultancy Firms from the panel of Retainer Consultant and firms will forfeit its right for the contract period i.e. from FY 2026-27 to FY 2030-31.

**5.8 The Undertaking reserves the rights, as follows:**

5.8.1 To empanel / award the Contract against the EoI, to a single Consultancy Firms for all the work or to a number of firms.

5.8.2 To decide to cancel this EoI, and not to proceed in the matter, at any stage of the EoI or analysis of the EoI and also accept or reject any or all offers, without giving any explanation, whatsoever. In case of cancellation, the Undertaking shall have discretion to decide whether to return the documents submitted and also how to deal with the documents retained by the Undertaking.

5.8.3 To disqualify (i) any firm found canvassing in the office of the Undertaking during the EoI process and (ii) any firm who has worked with the Undertaking in the past but has failed to deliver appropriate output for similar type of tasks as mentioned in Para 2.

5.8.4 The Undertaking reserves the right to reject any offer, based on any deviation by the Consultancy Firm, or otherwise, without assigning any reasons.

**5.9 Operation of the Contract:**

5.9.1 As and when needed, the financial bid shall be called from the empanelled consultants for the specific assignments / tasks based on respective scope of work. The required milestones, timelines and payment schedules would be specified in the scope of work. The financial bids would be scrutinized for the suitability of offer and the assignment would be awarded after taking approval of the management. Accordingly work order will be issued to the successful firm.

5.9.2 Within 7 days of receipt of Work Order, the successful Consultancy firm will have to submit his acceptance letter for said assignment and submit Refundable **Contract Performance Guarantee (CPG)** for the value of 10% of Contract value of assignment in the form of Bank Guarantee as per Annexure III on the non-judicial Stamp of paper of Rs 500/- from successful

Empanelled Consultant for period of assignment which shall be valid for the entire period of contract and six months subsequent to completion of contract.

5.9.3 Considering the time bound nature of the project at least 2 persons may be deputed for the assignment. From the deputed persons, at least one of the working level person may have Degree in Electrical Engineering and may have experience in similar assignments.

5.9.4 The Undertaking will not be responsible for any incidents occurred at the time of execution of the works under this contract. Members of the team visiting the field areas or any related sites, in connection of the assignment should have a good knowledge of safety precautions at the premises being visited.

**5.10 Termination of Agreement:** The Undertaking may terminate a contract to which these Terms apply if:

5.10.1 The consultant is unable to address the assigned works.

5.10.2 Quality of the assigned works is not to the satisfaction of the Undertaking.

5.10.3 The consultant fails in timely achievement of the milestones as decided by the Undertaking.

5.10.4 The Consultant commits any material or persistent breach of its obligations under the contract (which, in the case of a breach capable of remedy, shall not have been remedied within 15 days of intimation), or Team members of the Consultant are found lacking in honesty and integrity.

5.10.5 The consultant becomes insolvent.

5.10.6 The Undertaking reserves the right to terminate the contract, by giving fifteen days' notice to the consultancy firm.

5.10.7 Termination shall be effected by written notice served on the Consultant and shall take effect in 15 days of delivery of such notice.

**5.11 Governing law:** The contract shall be governed by the construed in accordance with the laws of the Republic of India.

**5.12 Last date for submission of EoI:**

The offers complete in all respects are required to be submitted by **15.00 hrs. of 23.12.2025.**

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**Annexure I**  
(Offer Letter Format)

Date: \_\_\_\_\_

From:

To:

Chief Engineer  
(Regulatory)  
BEST Undertaking,  
Mumbai

**Subject:** “Offer for consulting services for assistance to the BEST Undertaking to Facilitate Regulatory related works as per Para 2 of EoI Document”

Sir,

I/We, \_\_\_\_\_ enclose herewith our Offer for appointment of the firm for “Offer for consulting services for assistance to the BEST Undertaking to facilitate regulatory related works as per Para 2 of EoI Document”

Yours faithfully,

Signature : \_\_\_\_\_

Full Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Encl.: (list of all enclosures)

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## Annexure – I-A

(FORMAT)

### **Relevant Experience & Track Record of the Consultancy Firm**

Date: \_\_\_\_\_

**A brief description of the organisation and the assignments of similar nature carried out in the last 5 years.**

From: M/s. \_\_\_\_\_

TO: Chief Engineer (Regulatory),  
BEST Undertaking,  
Mumbai

**A. Brief description of the organisation:**

1. Name of the Organization
2. Business/Profession and number of years in the business
3. Number of staff
4. Registration
5. Affiliation with national and international professional/financial bodies.
6. Annual Turnover (last three years)
7. Any other relevant information

**B. Assignments carried out in the last 5 years related with Tariff Petition for Distribution Licensee.**

1. Title of assignment
2. Objective of assignment
3. Narrative description of the assignment.
4. Name of the client
5. Address
6. Commencement and completion of the assignment
7. Number of man months as well as the duration period for completion of assignment
8. Outcome of the assignment.
9. Contract value of the assignment
10. Any other relevant information.

Yours faithfully,

Signature : \_\_\_\_\_

Full Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

**Annexure – I-B**  
(FORMAT)

**List of the Consultants included in the team of the Consultancy Firm**

1. Project Personnel

Sr. No.	Name	Position in the Organisation (Consultancy Firm)	Willing to work on regular basis or assignment basis or both	Whether accommodation is available at Mumbai or nearby place
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**Annexure I-C**  
(FORMAT)

**Qualifications, Experience and Competence of the Consultants for the Assignment**

**Format of Curriculum Vitae (CV) for Consultant proposed for the Assignment**  
**(separate sheet for each Consultant)**

- a) Name:
- b) Name of Firm: Profession:
- c) Age & Date of Birth:
- d) No. Of Years with Firm:
- e) Membership of Professional Societies: Detailed Tasks Assigned:
- f) Key Qualifications:  
(Give an outline of staff members' experience and training most pertinent to the tasks on assignment. Describe degree of responsibility held by each staff member on relevant previous assignment and give dates and locations. Use up to half a page)
- g) Education:  
(Summarize College/University and other specialized education of each staff member, giving names of schools, dates attended and degrees obtained).
- h) Employment Record:  
(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dates, name of employing organization, title of position held and location of assignments. For experience in the last five years, also give types of activities performed and Client references, where appropriate. Use upto three- quarter of a page per assignment).
- i) Experience in Utility Business: Position held, Nature of work, Highlights/Achievements.
- j) Certification:
  - 1) I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes myself, my qualifications and my experience.

Signature of Staff Member

Date:

2) It is certified that the concerned person is a full-time employee of the Firm.

Signature of authorised Official from the Firm

Full Name : \_\_\_\_\_

Designation : \_\_\_\_\_

## **Annexure II**

### **DRAFT A G R E E M E N T**

**THIS AGREEMENT** made at Mumbai \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty \_\_\_\_\_ between Brihanmumbai Electric Supply and Transport Undertaking a body constituted under the Mumbai Municipal Corporation Act No. 111 of 1888 having its office at BEST Bhavan, Colaba, Mumbai – 400 001, hereinafter referred to as "the Undertaking" (which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART** and

M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ hereinafter referred to as Consultancy Firm (which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assigns) of the **OTHER PART**.

WHEREAS The Undertaking has expressed its desire to appoint M/s. \_\_\_\_\_ as Retainer Consultancy firm for providing consultancy assistance and Advisory Services in the Regulatory and other related Matters for 5 years FY 2026-27 to FY 2030-31 as per terms of reference attached herewith.

## **Terms of Reference (ToR)**

### **1.0 Objectives and scope of work:**

1.1 The Consultancy Firm, appointed for various assignments will deploy the necessary experienced & knowledgeable teams to carry out assignments as specified in this ToR and file reports of the findings to the Undertaking as specified / to the satisfaction of the Undertaking.

1.2 The Consultancy Firm may quote the various models / alternatives to carry out the assignments and offer the quotations. It shall, however, be the Undertaking's sole prerogative to decide giving the assignment to one or more number of consultancy firms.

### **1.3 The scope of work:**

1.3.1 The Consultancy Firm shall, Under the overall responsibility of Project director / Project Manager, designated by them for this job shall deploy teams of qualified professionals, with adequate experience in the related fields such as Electricity Distribution, Generation, Transmission, Market operations, Available Base Tariff / Deviation Settlement Mechanism, MYT/MTR Petition work, Load Research / Forecast, Demand Side Management, Power Procurement Planning, Resource Adequacy (RA) Plan, Bidding, Support for Renewable Distribution License, Demand Response, Demand Flexibility, IVA Certification work, Open Access etc.

1.3.2 Advise in writing regarding the course of action to be adopted by Electric Supply Branch of the Undertaking, to equip it to comply with the Regulations, Notifications, Codes, etc.

1.3.3 Prepare reports on various projects required to be undertaken by the Undertaking as per the directives of the Regulatory Commission and other aspects as may come up from time to time, as per pre-decided timeframe given by Undertaking as and when assignments are given.

1.3.4 Advise in writing, the Undertaking on the various data and their formats to be maintained to facilitate compliances to various rules and regulations, orders and directives of the Regulatory Authorities as and when assignments are given.

1.4 Preparation of draft reports on various projects required to be undertaken by the Undertaking as per directives of Regulatory Commission such as Load Research / Forecast, Demand Side Management (DSM), Renewable Power Obligation (RPO), Availability Based Tariff (ABT), Deviation Settlement Mechanism (DSM), MYT/MTR Petition Power Purchase Agreement (PPA), Resource Adequacy (RA) Plan, Support for Renewable Distribution License, Demand Response, Demand Flexibility, IVA Certification work, Open Access and on any other issues as may come up from time to time for which following action may be required.

1.4.1 Study of the draft Regulations/ Notifications/ Directions / Codes, Approach Papers published from time to time by various regulatory bodies such as CEA, CERC, BEE, MERC and other statutory bodies as and when directed by BEST Undertaking and offer their comments vis-à-vis its implications and repercussions in terms of financial aspects and organizational set up, operational changes, etc.

1.4.2 Make presentation / discussions to / with officers of various departments of the Undertaking, gather data and coordinate / compile the same for the assignments as and when needed.

1.4.3 Advise the Undertaking regarding the future course of actions to be adopted to equip itself to comply with the Regulations/ Notifications / Directions and Codes once published.

1.4.4 Represent the Undertaking in the Commission and other statutory bodies as and when required by the Undertaking. This may involve discussions with Undertaking's officials at various levels and presentations to the senior management from time to time.

1.5 The above activities are only to give an idea, however it may expand depending upon the directives issued by the Commission from time to time. The Undertaking reserves the right to expand or reduce the scope of work to be carried out for the following in various fields / areas. The financial impact of such change shall be based on mutual agreement of both the parties.

1.6 The key measures of performance of the Consultancy Firm will be

- a) Coverage of all the items of concern to the Undertaking
- b) Quality and extensiveness of Reports
- c) Punctuality regarding visits to sites as well as submission of reports to the Undertaking.
- d) Response to every assignment.
- e) Honesty and integrity of team members.
- f) Communication skills and ability on part of the team members to build good repo with the site personnel.
- g) Retaining the same personnel throughout the Project.
- h) At least one of the working level people deputed for assignment should have Electrical Engineering qualification and should have experience in similar assignments.

## 2.0 **Methodology for carrying out assignment:**

2.1 In the assignment where sufficient time is available to the Undertaking for offering its comments/suggestions etc., the Consultancy Firm will be asked to submit the estimated professional fees based on milestones basis of the assignment with a timeframe. The approach to the assignment, the estimated time required for completing the assignment and the proposed professional fees would be studied by the Undertaking and the assignment will be cleared for consultancy on mutually agreed terms and conditions alongwith time frame.

2.2 In case of urgencies, the Consultancy Firm would be required to submit its comments/observations etc. in the stipulated timeframe given under the Regulations to the Undertaking. In such cases/ instances the Consultancy Firm will be required to take up the assignment immediately on the receipt of the communication from the Undertaking and will be required to submit the comments/observations, within the timeframe.

2.3 The Consultancy Firm shall be required to provide BEST full details of assumption, calculations and analysis made, any reference or background material used for preparation report in hard as well as soft copy.

2.4 The Undertaking reserves the right to award the assignment to any retainer consultant at the sole discretion of the Undertaking without assigning any reason thereof.

### **3.0 Time frame:**

All the work covered in the assignment needs to be completed within given period of time from the date of issue of letter of Intent for that particular assignment so as to enable to the Undertaking to put up replies to the regulatory authorities within the stipulated time limit. (This shall include the regular reviews of progress of work alongwith the adequacy of the work done and reports put up). If required, the time frame may be altered to protect the interest of BEST Undertaking.

### **4.0 Retainership period and fees: -**

The Period of Retainership arrangement shall be upto **31<sup>st</sup> March 2031** from the date of issuing the letter of intent awarding the contract. This retainership assignment may be extended after expiry of the period on mutually agreeable terms.

#### **4.1 Retainership fees:**

**No retainership fees will be payable during the retainership period.**

#### **4.2 Terms of payment:**

4.2.1 The Consultancy Firm shall quote for carrying out the assignment with various alternatives, quoting the prices & duration of work to arrive at total estimate under various alternatives for completing the assignment. It shall, however, be the Undertaking's sole prerogative to decide regarding giving the assignment to one or more number of consultancy firms.

4.2.2 The payment of professional fees for short assignments (upto 1 month period) shall be made within 30 days after submission of the bill for the assignment completed in all respects. Before the submission of the bill Retainer Consultant has to submit the detailed report with findings in the desired format as well as hand over to the Undertaking all the relevant records of data

/ information & statistic etc. collected & received from the Undertaking during the execution of particular assignment.

4.2.3 The payment for the professional fees shall be as per mutually agreed terms on milestones basis in case the assignment is prolonged beyond one month.

4.2.4 The fees quoted for the particular assignment and accepted by the Undertaking in the contract will be inclusive of all the costs of 'Teams' travel, lodging and boarding and also all incidental expenses, professional fees etc., incurred by the teams for the site inspection visits, various consumer surveys (unless additional cost is specifically mentioned in the offer) as a part of the assignment and/or any discussions / meetings with the Undertaking. No separate charges will be payable by the Undertaking on any such account.

4.2.5 Members of the Team travelling to any area for work will have to plan on their own. No facilities will be made by the Undertaking in the area being visited. Provision of safety apparel / rain-wear etc. as required, for the site inspection shall be provided by the Consultant to their staff.

4.2.6 Service tax, GST, if any, payable by consultant for advisory services rendered to BEST would be reimbursed by BEST.

4.2.7 Tax Deduction at Source:- Income Tax shall be deducted from the bill as per the prevalent stipulations of Income Tax Act. BEST shall also provide relevant tax deduction certificate in a timely manner.

## 5.0 **Confidentiality of data and documents: -**

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables prepared for the Undertaking shall remain with the Undertaking. The Consultancy Firm shall not utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Undertaking, without the express written consent of the Undertaking. The consultancy firm shall be bound to hand-over the entire set of records of assignment to the Undertaking before the expiry of the contract, and before the final payment is released by the Undertaking.

## 6.0 **Deliverables:**

At the end of each assignment, the Consultancy Firm shall prepare a detailed report on the assignment with findings & will submit the report in the pre-decided format to the Undertaking in the form of seven (1 + 6) hard copies & one soft copy. The hard copy shall be spiral bound & complete with all descriptions, tabulations and relevant details/ data. Photographic illustrations as a part of the report, to substantiate and emphasize upon the important points and observations, will be appreciated. The soft copy, submitted on a CD / Pen drive, with due identification and markings, shall have the data and scanned documents, in the file formats approved by the Undertaking.

## 7.0 **Conflict of interest:**

The Consultancy Firm shall not accept any assignment that would be in conflict with their current assignment with Undertaking or that may place them in a position of not being able to carry out the assignments of the Undertaking objectively and impartially. In case of conflict of interest specially pertaining to the regulatory Commission, the Consultancy Firm shall obtain the no objection certificate from the Commission & submit it to the Undertaking.

## 8.0 **Liquidated damages:**

Progress of the assignment will be reviewed during the assignment period periodically for any delays from the original schedule and submission of specified report. The Consultancy Firm in case of delay shall be liable to pay the Undertaking, by way of liquidated damages @ ½% of the value of the incomplete part of the assignment, per weeks delay or part thereof.

If final completion of the assignment gets delayed beyond the originally assigned duration from the date of issue of the letter of intent, the Liquidated Damages will be applied on the unfinished portion of the assignment, on the above basis. The total value of the Liquidated Damages applied during the tenure of the contract will however be limited to maximum 10% of the assignment value.

## 9.0 **Contract Security Deposit for Empanelment: -**

The Retainer Consultant shall furnish Demand Draft for Rs. 25,000/- payable at Mumbai or Bank Guarantee for Rs. 25,000/- (Rupees Twenty-Five Thousand only) from the scheduled bank on a stamp paper of Rs.500/- as being a contract security deposit (refundable) which shall be valid for the entire period of contract and six months subsequent to completion of contract so as to enable the Undertaking to lodge the claims, if any, arising out of failure on the part of the Retainer Consultant during the period of contract.

The contract security deposit shall be refunded by the Undertaking to the Retainer Consultant after satisfactory completion of the contract and on production of the original security deposit receipt duly discharged.

If the Retainer Consultant commits breach of any of the clause of the agreement, the contract security deposit paid by the Retainer Consultant shall liable to be forfeited or the Undertaking shall invoke the Bank Guarantee submitted by the Retainer Consultant.

## 10.0 **Contract Performance Guarantee for Assignment: -**

The successful Consultancy firm will have to submit his acceptance letter for said assignment and submit Refundable **Contract Performance Guarantee (CPG)** for the value of 10% of Contract value of assignment in the form of unconditional and irrevocable Bank Guarantee from

the Nationalised / Scheduled bank as per Annexure III on the non-judicial Stamp of paper of Rs 500/- from successful Empanelled Consultant for period of assignment which shall be valid for the entire period of contract and six months subsequent to completion of contract. Same shall be valid for the entire period of contract and six months subsequent to completion of assignment contract so as to enable the Undertaking to lodge the claims, if any, arising out of failure on the part of the Retainer Consultant during the period of contract.

The Contract Performance Guarantee (CPG) shall be returned by the Undertaking to the Consultant after satisfactory completion of the contract.

If the Consultant commits breach of any of the clause of the agreement, the Contract Performance Guarantee (CPG) paid by the Consultant shall liable to be forfeited or the Undertaking shall invoke the Bank Guarantee submitted by the Consultant.

#### 11.0 **Termination of Contract:** -

The Undertaking reserves the right to terminate the contract by giving one month's notice in case the performance of the Retainer Consultant is not found satisfactory or if the Retainer Consultant commits breach of any of the clause of the agreement.

#### 12.0 **Arbitration**

In case of dispute and / or difference arising out of interpretation of clauses of this agreement, the General Manger of the Undertaking shall be appointed as the sole arbitrator and the decision given by the General Manager of the Undertaking shall be final and binding on the parties.

SIGNED, SEALED AND DELIVERED BY )  
THE BRIHAN MUMBAI ELECTRIC SUPPLY )  
AND TRANSPORT UNDERTAKING )  
For and on behalf of the Municipal ) Shri M. M. Rane  
Corporation of Brihanmumbai, as ) Deputy Chief Engineer (Regulatory),  
Authorized under BCR 900 dated 13.12.1974/ ) the BES & T Undertaking  
GM/CPO/L/442/11546/2012 dtd. 23.02.2012 )

Countersigned by:

1.  
2.  
(Two witnesses of Brihanmumbai  
Electric Supply and Transport Undertaking officers),

SIGNED, SEALED AND DELIVERED BY )  
M/s \_\_\_\_\_ )  
\_\_\_\_\_ )

**Annexure – III**  
(FORMAT)  
**CONTRACT SECURITY DEPOSIT / PERFORMANCE GURANTEE**

To

General Manager  
B.E.S. & T. Undertaking

Whereas (Name of Consultancy firm) hereinafter called "the firm" has undertaken assignment of work order No ..... dated..... to assist BES & T Undertaking in the matter ..... [hereinafter called: "the Contract Assignment"].

AND whereas it has been stipulated by you in the said Contract that the firm shall furnish you with a bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with the firm's performance obligations in accordance with the Contract/ Assignment.

AND whereas we have agreed to give the Bank Guarantee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) a Security / Guarantee.

Therefore We (Bank's name and address) hereby affirm that we are Guarantors and responsible to you on behalf of the firm. upto a total of (Amount of the guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the firm to be in default the Contract and without cavil or argument any sums within the limit of Rs. ...../- (Rupees ..... only) as aforesaid without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein. Notwithstanding anything above, the liability of the guarantor is restricted to the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and this Guarantee shall expire on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 20XX and the guarantor shall be discharged from its obligations under this Guarantee.

This guarantee shall remain valid until the end of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 20XX, for acceptance of your claims in the matter.

Signature and Seal of Guarantors

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Date: -----

Address: -----  
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Signature of the Bidder